

BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA  
DOCKET NO. 2019- -E

IN RE:	)	
	)	
Ecoplexus, Inc.	)	
	)	
Complainant,	)	<b>MOTION TO MAINTAIN STATUS QUO</b>
	)	
v.	)	
	)	
South Carolina Electric & Gas Company,	)	
	)	
Defendant.	)	
	)	

**Motion To Stay Obligations Under Interconnection Agreements and To Maintain Status Quo**

1. Pursuant to R-103-829 of the Public Service Commission of South Carolina’s (“Commission”) rules, Ecoplexus, Inc. (“Ecoplexus”) submits this Motion to Maintain Status Quo (the “Motion”) in order to stay its obligations pursuant to certain interconnection agreements (the “IAs”) that it has executed with South Carolina Electric & Gas Company (“SCE&G”) on February 11, 2019, for Barnwell PV1, a 74.9 MW-ac facility, queue position 332 (“Barnwell”), and Jackson PV1, a 71 MW-ac facility, queue position 331 (“Jackson”) (collectively, the “Projects”), both owned by Ecoplexus.
  
2. Ecoplexus is requesting that the Commission stay Ecoplexus’s obligations to make certain payments for Barnwell and Jackson under the terms of the IAs, as well as all other milestone obligations under the IAs, and to maintain the status quo of the IAs until the

underlying proceeding initiated by the complaint of Ecoplexus against SCE&G (the “Complaint”), submitted contemporaneously with the Motion, is resolved.

3. The IAs contain milestones for a number of payments that are to be made by Ecoplexus to SCE&G for the design and construction of facilities required to connect the Projects to SCE&G’s transmission grid. The first of these milestones for the Projects is April 16, 2019, and total over \$10 million between the two Projects.

4. As outlined in the Complaint, the interconnection costs assigned to the Projects by SCE&G were made in a discriminatory manner, in violation of 18 C.F.R. Section 292.306(a). In light of this, as well as additional violations of the Public Utility Regulatory Policies Act of 1978 (“PURPA”), several provisions of 18 C.F.R. Section 292, and Commission orders outlined in the Complaint, the Projects should not be required to make any milestone payments required under the IAs until the issues raised in the proceeding initiated by the Complaint are resolved by the Commission. There will be no harm to SCE&G, other parties, or the public interest by delaying the Projects’ milestone payments.

**WHEREFORE**, consistent with the relief sought in the Complaint filed concurrently with this Motion, Ecoplexus hereby moves the Commission to maintain the status quo between Ecoplexus and SCE&G, effective as of the date of this filing and going forward, and such that no milestone payments become due and payable under the IAs until at least thirty (30) days after the Commission has resolved all issues raised in the proceeding initiated by the Complaint.

**[Signature block on next page.]**

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Attorneys for Complainant

Columbia, South Carolina

Dated: April 15, 2019.

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA

DOCKET NO. 2019-\_\_\_\_-E

IN RE:	)	
	)	
Ecoplexus Inc.	)	
	)	Certificate of Service
Complainant	)	
	)	
VS.	)	
	)	
South Carolina Electric & Gas	)	
	)	
Defendant	)	
	)	

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This is to certify that I, Kelli D. Martin, have this date served one copy of a Motion to Maintain Status Quo in the above referenced matter to the person(s) named below by causing said copy to be deposited in the United States Postal Service, first class postage prepaid and affixed, and addressed as shown below:

Office of Regulatory Staff  
Legal Department  
1401 Main St., Ste 900  
Columbia, SC 29201

  
\_\_\_\_\_  
Kelli D. Martin  
Administrative Assistant

Dated: April 15, 2019.